

Exhibit A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

**THE PEOPLE OF THE STATE OF
CALIFORNIA, ex rel. KAMALA D.
HARRIS, Attorney General of the State of
California, et al.,**

Plaintiffs,

v.

SAMSUNG SDI, CO., et al.,

Defendants.

Case No. CGC-11-515784

**STIPULATION AND ~~PROPOSED~~
PROTECTIVE ORDER**

WHEREAS, the parties may have proprietary information and documents that are not in the public domain and are confidential, the unrestricted disclosure of which may cause undue irreparable damage to the parties and their respective businesses; and

WHEREAS, one of the purposes of this Protective Order is to protect the confidentiality of such information and documents; and

REC'D FEB 29 2012

1 WHEREAS, documents may be filed under seal pursuant to California Rules of Court
2 2.550 and 2.551; and

3 WHEREAS, the parties have agreed to protect the confidentiality of such information in
4 accordance with the following terms and conditions:

5 1. Documents that contain non-public information may be designated as "Confidential"
6 or "Highly Confidential" in the manner described below, so long as the materials concern the
7 producing party's trade secrets or other confidential research and development or commercial
8 information, or information for which the producing party believes in good faith it otherwise has
9 a compelling need for confidentiality. This includes, without limitation: (a) documents, exhibits,
10 answers to interrogatories, responses to requests for admissions, and deposition transcriptions and
11 all original written, recorded, graphic or electronic matters (and all identical and non-identical
12 copies thereof); (b) any copies, notes, abstracts or summaries of such information, and the
13 information itself; or (c) any pleading, affidavit, declaration, brief, motion, transcript, or other
14 writing containing such information (subsections (a) to (c) collectively referred to herein as
15 "Litigation Materials"), all of which may be designated as "Confidential" or "Highly
16 Confidential" under this Protective Order, as appropriate. Further, Litigation Materials designated
17 "Confidential" or "Highly Confidential" by the parties pursuant to the protective order entered by
18 the Court in *In re: Cathode Ray Tube (CRT) Antitrust Litigation*, U.S.D.C. Northern District of
19 California, Case No. 3:07-cv-5944 SC ("MDL Action"), on June 8, 2008, shall receive all the
20 protections afforded "Confidential" or "Highly Confidential" Litigation Materials under this
21 Protective Order.

22 2. Only non-public documents produced in discovery may be designated as
23 "Confidential" or "Highly Confidential." Accordingly, "Confidential" or "Highly Confidential"
24 materials shall not include any documents concerning information that at any time has been: (a)
25 produced, disclosed or made available to the public or otherwise available for public access; or
26 (b) disclosed in connection with any governmental public filing or securities offering and could
27 not reasonably be assumed to be or have been intended to be kept confidential. Documents
28 containing trade secrets, or other confidential research and development or proprietary business

1 information, the disclosure of which to other parties might competitively disadvantage the
2 producing party, may be designated as "Highly Confidential." Any document concerning
3 information that has not been preserved or maintained in a manner calculated to preserve its
4 confidentiality shall not be designated as "Confidential" or "Highly Confidential."

5 Notwithstanding the foregoing, a producing party may designate as "Confidential" or "Highly
6 Confidential" any documents transmitted or disclosed to any governmental entity pursuant to a
7 written confidentiality agreement or which is protected as confidential by statute, rule or
8 regulation.

9 3. All "Highly Confidential" or "Confidential" Litigation Materials newly produced in
10 this matter, Case No. CGC-11-515784, shall be used by the parties and their counsel solely for the
11 purpose of the prosecution or defense of litigation in this matter, including preparing for and
12 conducting pre-trial proceedings in this action. Litigation Materials designated as "Confidential"
13 or "Highly Confidential" shall not be disclosed to anyone except as provided herein and the
14 contents thereof shall not be used for any business, commercial or competitive purpose, or used in
15 any manner in any other case, litigation, or proceeding whether or not factually related to this
16 action.

17 4. Parties shall designate documents, including deposition transcripts, in good faith, and
18 shall not indiscriminately designate documents, so that produced documents are not over-
19 designated as "Confidential" or "Highly Confidential." Any party may object in good faith to the
20 designation of Litigation Materials. The process for resolving disputes as set forth below
21 presumes this good faith in the initial designations, objections, and meet and confer process. The
22 following process will apply to resolution of disputes hereunder: a) any party who objects to a
23 designation by a producing party shall state concisely the basis for those objections in a letter to
24 the producing party which said letter shall not exceed 5 pages; b) the letter need only be served by
25 fax or e-mail on the producing party to start this process; c) the objecting party and producing
26 party shall have ten days from the date the letter is faxed or e-mailed to meet and confer to
27 resolve the objections and/or narrow issues to be briefed; d) any objections not so resolved shall
28 be the subject of a regularly noticed motion filed by the objecting party, but the producing party

1 shall have the burden to support the contested designations; e) said motion shall be filed and
2 served no later than thirty days after the meet and confer period ends; and f) only the objecting
3 and producing parties shall file briefs, but other parties may file a two-page brief, unless leave of
4 Court is obtained to file a longer brief. Plaintiffs do not waive any objections to prior designations
5 of Litigation Materials in the MDL Action.

6 5. In addition to the procedures described in paragraph 4 above, the following shall
7 apply to the process: a) a party shall not be obligated to challenge the propriety of a confidential
8 designation at the time that designation is made, and failure to so challenge does not preclude a
9 subsequent challenge; b) with the permission of the Court, either the producing or objecting party
10 may request a short informal discovery conference to be held telephonically with the Court in
11 order to avoid the need for any motion; c) said conference should be held in accordance with the
12 convenience of the Court; d) if the producing party does not oppose the motion, then designations
13 which are the subject of the objections are declassified; e) the parties will attempt in good faith to
14 combine as many issues under this Protective Order as possible so that said matters can be
15 handled efficiently and effectively; and f) for good cause shown, the parties may request
16 additional time to file any motion.

17 6. Any Litigation Materials, the designation of which is subject to such dispute, shall be
18 treated as "Confidential" or "Highly Confidential" as designated by the producing party pending
19 resolution of the dispute by this Court.

20 7. If any party or non-party uses Litigation Materials designated as "Confidential" or
21 "Highly Confidential" pursuant to this Protective Order during the course of a deposition herein,
22 that portion of the deposition record reflecting such "Confidential" or "Highly Confidential"
23 information shall be stamped as "Confidential" or "Highly Confidential" and access thereto shall
24 be limited pursuant to the other terms of this Protective Order. Counsel may invoke the provisions
25 of this Protective Order by stating on the record during the deposition that testimony given at the
26 deposition is designated "Confidential" or "Highly Confidential" or by designating the
27 deposition transcript or portions thereof as "Confidential" or "Highly Confidential" before the
28 time expires within which the witness may sign the deposition transcript. No person shall be

1 present during portions of the depositions designated "Confidential" or "Highly Confidential,"
2 unless such person is authorized under the terms of this order to receive Litigation Materials
3 containing such confidential information or unless the producing party consents to such person
4 being present. All information disclosed during a deposition shall be deemed to have been
5 designated "Highly Confidential" until the time within which the witness may sign the transcript
6 expires, whether or not, any portion of the transcript has been so designated.

7 8. Nothing in this Order affects the right of the party or non-party that produced
8 "Confidential" or "Highly Confidential" Litigation Materials to use or disclose such information
9 in any way. Such disclosure shall not waive the protections of this Protective Order and shall not
10 entitle other parties, non-parties, or their attorneys to use or disclose such information in violation
11 of the Protective Order, unless the producing party uses such materials in a manner inconsistent
12 with their confidential status, which shall serve as a basis to object to the designation. Those
13 objections shall be resolved as set forth in paragraphs 4 and 5 above.

14 9. In the event that documents or Litigation Materials are produced by another person
15 which are actual copies of documents or other Litigation Materials which a party has produced
16 and designated "Confidential" or "Highly Confidential" that party may designate such materials
17 under this Protective Order even if they have not been so designated by the producing person. To
18 the extent that a person produces documents in this matter which are not actual copies of
19 documents previously produced and designated by a party but which contain a party's
20 "Confidential" or "Highly Confidential" information, a party may designate those documents, or
21 portions thereof, as "Confidential" or "Highly Confidential," subject to the dispute resolution
22 process set forth in paragraphs 4 and 5 above. Designations shall be made as soon as reasonably
23 possible, and shall contain the Bates stamp number(s) of the portions of the documents designated
24 and the nature of the designations. If an entire document is so designated, the designation will
25 also state which portions of the document contain the information supporting the designation so
26 that an objecting party may determine what information is specifically at issue.
27
28

1 10. Litigation Materials marked or treated as "Confidential" (including copies, extracts,
2 and the information therein) may be given, shown, made available to, or communicated to only
3 the following:

4 a. the Court, all Court personnel, any discovery referee or any settlement mediator;

5 b. court reporters and videographers who record depositions or other testimony in this
6 action;

7 c. officers, directors, in-house counsel, or other employees of a named party to whom it
8 is necessary that the Litigation Materials be shown for purposes of assisting counsel in this
9 litigation and who have signed the Agreement, attached hereto as Exhibit A;

10 d. outside counsel for the named parties and employees of such counsel to whom it is
11 necessary that the Litigation Materials be shown for purposes of this litigation;

12 e. pursuant to the provisions of paragraph 13(a)-(c), consultants and experts to whom it
13 is necessary that the Litigation Materials be shown for purposes of assisting counsel in this
14 litigation;

15 f. deposition witnesses;

16 g. employees of copying, imaging, and computer services for the purpose of copying,
17 imaging, or organizing documents provided that all documents designated as "Confidential" are
18 retrieved by the party furnishing those documents upon completion of the services;

19 h. any other person upon the written agreement of the party or non-party who designated
20 the Litigation Materials as "Confidential" (which agreement may be recorded in a deposition or
21 other transcript), or pursuant to court order; and

22 i. the author, addressees, and recipients of the documents or any person who would
23 have had access to such information by virtue of his/her employment, as well as deposition
24 witnesses presently employed by the party producing the document.

25 11. Litigation Materials marked or treated as "Highly Confidential" or copies or extracts
26 therefrom and the information therein, may be given, shown, made available to or communicated
27 to only the following:

28 a. the Court, all Court personnel, any discovery referee or any settlement mediator;

b. Court reporters and videographers who record depositions or other testimony in this action;

c. employees of copying, imaging and computer services for the purpose of copying, imaging, or organizing documents provided that all documents designated as "Highly Confidential" are retrieved by the party furnishing those documents upon completion of the services;

d. counsel of the law firms signing this stipulation or employees of each counsel to whom it is necessary that the Litigation Material be shown for purposes of this litigation;

e. in-house counsel for a named party or its affiliated companies, so long as this in-house counsel has executed the Agreement attached hereto as Exhibit A, provided, however, that if (i) such person is an in-house counsel for a party that is a defendant in this action or for an affiliated company of a defendant and (ii) the "Highly Confidential" documents have been produced by a defendant, then such in-house counsel must be approved in writing by the producing defendant to receive its "Highly Confidential" documents, unless otherwise ordered by the Court;

f. pursuant to the provisions of paragraph 13(a)-(c), consultants and experts to whom it is necessary that the Litigation Materials be shown for purposes of assisting counsel in this litigation; and

g. the author, addressees and recipients or any person who would have had access to such information by virtue of his/her employment, as well as deposition witnesses presently employed by the party producing the document.

12. If a party in this litigation other than the producing party desires to give, show, make available, or communicate any Litigation Materials marked or treated as "Confidential" or "Highly Confidential" to any person who is not specifically authorized pursuant to the terms of this Protective Order to have access to such Litigation Materials, the party intending to disclose the materials shall notify the producing party of such intent no less than three business days prior to the intended disclosure. Said notification shall be sufficiently specific to inform the producing party of the intended scope of the disclosure, including the name and/or job description of the

1 person to whom such disclosure is intended. The parties will then attempt to negotiate the terms
2 of disclosure within two business days of the notification. If no agreement can be reached during
3 this shortened meet and confer period, then the dispute shall be the subject of a regularly noticed
4 motion filed by the objecting party with the producing party bearing the burden to support
5 nondisclosure, pursuant to the dispute resolution procedure in paragraphs 4 and 5 above, except
6 that any party may move on an ex parte or expedited basis for an order shortening time if a
7 scheduled deposition or Court date could be delayed or cancelled. This paragraph does not apply
8 to "Highly Confidential" documents which are used at deposition or trial in good faith for
9 impeachment purposes only; provided, however, that the party desiring to use, pursuant to this
10 exception, a "Highly Confidential" document for impeachment purposes at a deposition shall alert
11 the producing party at least 48 hours in advance of its intent to use the "Highly Confidential"
12 document under this exception, and then the requesting party and the producing party shall meet
13 and confer in good faith to address confidentiality concerns and appropriate redactions, with any
14 dispute being brought to the Court's attention for resolution on an expedited basis (by telephone
15 conference or other means directed by the Court) in which only the requesting party and the
16 producing party have notice or participate, so that the deposition is not delayed. If such a
17 proceeding were to occur, the requesting party shall provide written notice of the fact of the
18 proceeding and the production number of the "Highly Confidential" document at issue to the
19 other parties to the action immediately after the conclusion of the deposition in which the request
20 arose.

21 A producing party who is notified of a request to use a "Highly Confidential" document for
22 impeachment purposes, pursuant to this paragraph, shall not disclose the fact of that request or the
23 document or its contents to the deposition witness, the attorney for the deposition witness, or any
24 other party to this action.

25 13. (a) If any party wishes to disclose Litigation Materials produced by any other party
26 and designated "Confidential" or "Highly Confidential" to any expert or consultant, the expert or
27 consultant must sign the agreement attached hereto as Exhibit A. Nothing in this Protective Order
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1 shall require that non-testifying experts or consultants be deposed or otherwise be the subject of
2 discovery.

3 (b) If any party desires to disclose another party's information designated "Highly
4 Confidential" to any expert or consultant pursuant to paragraph 11(f) above, and that expert or
5 consultant, in the five years prior to the date this Order is entered, worked for one of the
6 defendants (or their predecessors) then that party must identify in writing to the attorneys for the
7 producing party that expert or consultant and a general description of the nature of that
8 engagement sufficient to allow the producing party to determine if it will object to the disclosure
9 of its "Highly Confidential" information to that expert or consultant, unless the producing party
10 agrees to permit disclosure without such information.

11 The attorney for the producing party shall have five (5) days from receipt of such notice to
12 undertake the dispute resolution procedures set forth in paragraph 4 above, and any objections not
13 informally resolved shall be the subject of a regularly noticed motion by the producing party who
14 shall have the burden to support the restriction on dissemination of its "Highly Confidential"
15 information to that expert or consultant.

16 (c) Such identification shall include the full name, professional address, and affiliation of
17 the expert or consultant; the present and prior employments or consultancies of the expert or
18 consultant; and work done for defendants and/or their predecessors (other than work done for the
19 party engaging that expert or consultant in this litigation).

20 14. Each person (except the Court, Court personnel, discovery referees, settlement
21 mediators, outside counsel for the named parties and their personnel, the California Attorney
22 General's Office and its personnel, the Los Angeles City Attorney's Office and its personnel,
23 court reporters, and videographers and copying, imaging, and computer service employees)
24 provided access to Litigation Materials marked "Confidential" or "Highly Confidential" pursuant
25 to the terms of this Protective Order shall, before gaining such access, receive a copy of this
26 Protective Order and, for those persons described in paragraphs 10 and 11, shall sign an
27 agreement in the form attached hereto as "Exhibit A" or shall agree to be bound by the terms of
28 this Protective Order on the record at a deposition or hearing in this litigation. A file shall be

1 maintained by each attorney of record of all written agreements signed by persons who have
2 received such Litigation Materials from that party or persons affiliated with that party.

3 15. Each witness in a deposition shall be provided with a copy of this Order at the start of
4 the examination and shall be advised on the record that he or she is bound by the terms of this
5 Order and applicable remedies under law for violating the terms of this Order.

6 16. Without written permission from the party or non-party who produced documents
7 designated as "Confidential" or "Highly Confidential" under this Protective Order (the
8 "Producing Party"), or a court order obtained after appropriate notice to all interested persons, a
9 party, other than the Producing Party, may not file in the public record in this action any
10 documents designated "Confidential" or "Highly Confidential." If any documents designated
11 "Confidential" or "Highly Confidential" would be included in any pleading, memorandum or
12 other court filing, counsel for the party wishing to include such "Confidential" or "Highly
13 Confidential" documents shall meet and confer with opposing counsel and/or counsel for the
14 Producing Party in advance of the filing of any such pleading, memorandum or other court filing,
15 in order to narrow or eliminate the documents for which the Producing Party seeks confidential
16 status. If the meet and confer does not eliminate the need for all or part of the pleading,
17 memorandum or other court filing in question to be filed under seal, the parties shall follow the
18 procedures specified in California Rules of Court 2.550 and 2.551, and shall furthermore support
19 any request for the sealing of documents with the requisite showing of need.

20 17. "Confidential" and "Highly Confidential" Litigation Materials shall maintain such
21 protections and designations in connection with any trial in this action. Before the trial begins, the
22 parties will meet and confer in good faith as part of the pre-trial conference statement process to
23 put into place a procedure for identification of and use of "Confidential" or "Highly Confidential"
24 documents at trial consistent with California Rules of Court 2.550 and 2.551. Any documents
25 which remain "Confidential" or "Highly Confidential" before trial shall maintain their status
26 through the time of the pre-trial conference or resolution of the procedures described above.

27 18. The provisions of this Order may be modified at any time by stipulation of the
28 parties approved by order of the Court. In addition, a party may at any time apply to the Court for

1 modification of this Protective Order pursuant to a motion brought in accordance with the rules of
2 the Court. Nothing in this Stipulation and Order shall constitute: (a) an agreement by any party to
3 produce any documents or other materials in discovery not otherwise agreed upon or required by
4 court order or the California Rules of Court; (b) a waiver by any person or party of any right to
5 object to or seek a further protective order with respect to any discovery in this or any other
6 action; or (c) a waiver of any claim of immunity or privilege with respect to any testimony,
7 document, or information.

8 19. In the event that Litigation Materials designated as "Confidential" or "Highly
9 Confidential" are disclosed to someone not authorized under the terms of this Protective Order to
10 receive such information, counsel of record for the party involved shall immediately give notice
11 to counsel of record for the party who designated the Litigation Materials as "Confidential" or
12 "Highly Confidential," and shall also describe the circumstances surrounding the unauthorized
13 disclosure. If a party fails to treat documents designated as "Confidential" or "Highly
14 Confidential" in the manner provided herein, the party should immediately take such steps as are
15 necessary to have such items placed under seal and/or restored to their confidential status.

16 20. In the event that Litigation Materials claimed to be "Confidential" or "Highly
17 Confidential" are inadvertently produced without the appropriate designation, such documents
18 and copies thereof shall be returned to the producing party within five days of any written notice
19 requesting their return to affix the appropriate designation or immediately stamped "Confidential"
20 or "Highly Confidential" as requested by the producing party. The receiving party may challenge
21 the confidential nature of the documents, but the inadvertent production of the documents, or the
22 giving of testimony, claimed to be "Confidential" or "Highly Confidential" shall not constitute a
23 waiver of the confidentiality designation.

24 21. Inadvertent production of any document produced in this action by any party or non-
25 party that a party or non-party later claims should have been withheld on grounds of a privilege,
26 including the work product doctrine (collectively referred to as an "Inadvertently Produced
27 Privileged Document") will not be deemed to waive any privilege or work product protection. A
28 party or non-party may request the return of any document that it inadvertently produced by

1 identifying the Inadvertently Produced Privileged Document and stating the basis for withholding
2 such document from production and providing any other information that would be listed on a
3 supplemental privilege log disclosing the document. If a party or non-party requests the return,
4 pursuant to this paragraph, of such an Inadvertently Produced Privileged Document then in the
5 custody of one of more parties, the possessing parties shall within seven business days return to
6 the requesting party or non-party the Inadvertently Produced Privileged Document and all copies
7 thereof and shall expunge from any other document or material information solely derived from
8 the Inadvertently Produced Privileged Document. After a document is returned pursuant to this
9 paragraph, a party may move the Court for an order compelling production of the document.

10 22. Within ninety days following termination of this litigation (including the final
11 resolution of any appeals), the originals and all copies, whether exact copies or compilations,
12 digests or non-exact copies in any form, of Litigation Materials designated as “Confidential” or
13 “Highly Confidential” shall be returned to the party who produced such documents or may be
14 disposed of in some other manner that is mutually agreeable among the parties. Notwithstanding
15 this, however, counsel of record may retain their file copies of all court filings, deposition or
16 hearing transcripts and exhibits, and correspondence, provided that counsel of record continues to
17 treat all “Confidential” or “Highly Confidential” Litigation Materials in the manner provided for
18 in this Protective Order.

19 23. The termination of proceedings in this action shall not thereafter relieve the parties
20 from the obligation of maintaining the confidentiality of all Litigation Materials designated as
21 “Confidential” or “Highly Confidential” which are received pursuant to this Protective Order, and
22 are not used at trial, or are used at trial under restriction designed to exclude from the public
23 record those portions of the Litigation Materials that were designated as “Confidential” or
24 “Highly Confidential.” This provision shall not apply to any Litigation Materials that are the
25 subject of a superseding ruling of the Court as to the scope of their disclosure. The Court shall
26 retain jurisdiction to enforce and/or to modify this Protective Order.

27 24. The terms of this Protective Order shall apply to discovery directed to non-parties to
28 this Litigation, and such non-parties may specifically invoke or waive the terms and protections

1 of this Protective Order. To the extent that any discovery is served on a non-party, the party
2 serving the discovery shall provide the non-party with a copy of this Protective Order and
3 specifically mention the non-party's right to invoke or waive the terms of this Protective Order.

4 25. The terms of this Protective Order apply only to designated materials, documents or
5 information that are produced in this case. If materials, documents, or information previously
6 disclosed or produced to a party are produced or deemed produced in this case, then the
7 provisions of this Protective Order shall apply.

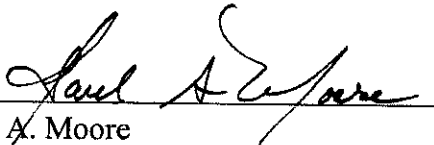
8 26. This Protective Order shall be construed to ensure the maximum possible protection
9 for the materials, documents or information produced by the parties herein, with this Protective
10 Order controlling in the event of any conflict between this Protective Order and California law
11 and/or agreements pursuant to which Plaintiffs obtained materials, documents, or information
12 from the producing parties.

13 27. The parties acknowledge that, by entering into this Stipulation, the parties do not
14 waive any claims or defenses.

15 Dated: February 23, 2012

16 Respectfully submitted,

17 KAMALA D. HARRIS
18 Attorney General of California

19 By 
20 Paul A. Moore
21 Deputy Attorney General
22 Attorneys for Plaintiffs
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1 Dated: February 27 2012

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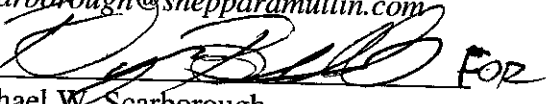
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1 Dated: February 22, 2012

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Dated: February __, 2012

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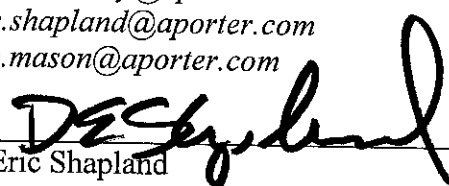
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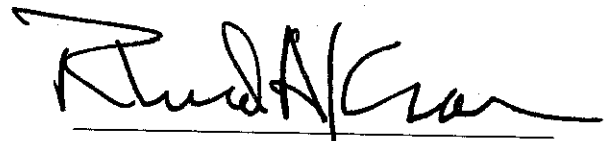
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ORDER

PURSUANT TO THE STIPULATION OF THE PARTIES IN THE PEOPLE OF THE STATE
OF CALIFORNIA, ET AL., V. SAMSUNG SDI, CO., ET AL, CASE NO. CGC-11-515784, IT
IS SO ORDERED

Dated: 3-2-12



RICHARD A. KRAMER
California Superior Court Judge

Exhibit A

**AGREEMENT CONCERNING MATERIAL COVERED BY AN ORDER
ENTERED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN THE
COUNTY OF SAN FRANCISCO**

The undersigned hereby acknowledges that he or she has read the attached STIPULATION AND [PROPOSED] PROTECTIVE ORDER entered in the Superior Court of the State of California in *The People of the State of California, et al., v. Samsung SDI, Co., et al*, Case No. CGC-11-515784, and understands the terms thereof and agrees to be bound by such terms. The undersigned further acknowledges and understands that a violation of the Protective Order could be punishable as a contempt of court.

Dated: _____

[Sign Above and Type or Print Name Here]